THIS INSTRUMENT WAS PREPARED BY
LOGO AND SAINDON
ATTORNEYS-AT-LAW
GILMAN BLDG., NASHVILLE, TENN.

MAIL: RANDOLPH CO. REALTORS 17th Floor
Third National Bank Bldg
Nashville, Tenn. 37219

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Sam R. Owenby	same	72 - 5 - 16 72 - 5 - 22
(NAME:) 2406 Lloyd Avenue	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Nash - Tenn.	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of Twelve Thousand Five Hundred Fifty and no/100 ----------($12,550.00)---------- *Dollars,*

of which Six Hundred and no/100----------($600.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Eleven Thousand Nine Hundred Fifty and no/100----------($11,950.00)---------- *Dollars,*

Sam R. Owenby and wife, Mary Lou Owenby

have executed

one note of even date herewith in the principal sum of $11,950.00, payable to the order of Malcolm D. Campbell and wife, Flora Campbell in 192 monthly installments of $117.66 each, which includes both principal and interest at the rate of 9% per annum, the first installment faling due October 1, 1972, and the others monthly thereafter until the principal and interest have been paid in full, and privilege of prepayment is reserved,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly re[illegible]ined on the land herein conveyed, we, Malcolm D. Campbell and wife, Flora Campbell,

have this day bargained and sold, and do hereby transfer and convey unto the said Sam R. Owenby and wife, Mary Lou Owenby, their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Two tracts of land in Davidson County, Tennessee, described as follows:
TRACT NO. 1: Being the northerly one-half of Lot No. 14 on the plan of H. E. Simpkins Division of the L. G. Curtis Land, of record in Book 547, page 39, Register's Office for said County, described as follows:
Said part of said Lot fronts 130 feet on the easterly side of Lloyd Avenue and runs back from the center of said Avenue 415 feet on the northerly side and 472.5 feet more or less on the southerly line to the rear line of said Lot measuring 135 feet on said rear line.
Being the same property conveyed to Malcom D. Campbell, by deed from O. L. Simpkins and wife, Lena Carney Simpkins, of record in book 1635, page 77, Register's Office for Davidson County, Tennessee.
TRACT NO. 2: Being the easterly part of the southerly one-half of Lot No. 14 on the Plan of H. B. Simpkins Division of the L. G. Curtis Land, of record in book 547, page 39, Register's Office for said County, described as follows:
Beginning at a point in the southerly line of said lot No. 14, 200 feet easterly from the center line of Lloyd Avenue; thence northerly and parallel with the center line of said Lloyd Avenue to the southerly line of the property conveyed to Malcolm D. Campbell by O. L. Simpkins, and wife, by deed of record in book 1635, page 77, said Register's Office; thence easterly and with said Malcolm D. Campbell's line to the easterly line of said Lot No. 14; thence southerly and with said easterly line 125 feet to the southeast corner of said Lot No. 14; thence westerly and with the dividing line with said Lot No. 14 and lots 12 and 13 in said subdivision to the

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 12,550.00

Subscribed and sworn to before me, this the 11 day of [illegible] 1972

My commission expires 11-30-72 (Affix Seal)

Affiant

Notary Public

Re-record

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beginning point.
Being the same property conveyed to Malcolm D. Campbell and wife, Flora Campbell, by deed from Homer S. Simpkins and wife, June Andrews Simpkins, of record in book 1851, page 31, Register's Office for Davidson County, Tennessee.

Inadvertently omitted from this original conveyance was the granting of a permanent easement heretofore granted to the predecessors in title by instruments dated August 25, 1949 of record in Book 1734, page 573, and by instrument dated May 26, 1950, of record in Book 1851, page 31, both in Register's Office for Davidson County, Tennessee.

NOW THEREFORE, to correct this error and to make certain our grant of the beforementioned easement as granted to us, we, MALCOLM D. CAMPBELL and wife, FLORA CAMPBELL convey and grant with the above described property an easement for ingress and egress to the premises, described as follows: BEGINNING at a point in the center of Lloyd Avenue, being the southwest corner of the tract of land conveyed to Malcolm D. Campbell by deed from O. L. Simpkins, et ux., of record in Book 1635, page 77, said Register's Office; thence running easterly and with said Campbell's southerly line to the northwest corner of the tract herein conveyed; thence southwardly and with the westerly line of the tract herein conveyed 12 feet to a point; thence westerly and parallel with said Campbell's southerly line to the center of Lloyd Avenue; thence northwardly and with the center of said Lloyd Avenue 12 feet, more or less, to the beginning point.

This is unimproved ( ) improved (X) property, known as 2406 Lloyd Avenue, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Sam R. Owenby and wife, Mary Lou Owenby, their *(successors), heirs and assigns forever.* We *covenant that* we are *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Sam R. Owenby and wife, Mary Lou Owenby, their *(successors), heirs and assigns, against the lawful claims of all persons.*

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Sam R. Owenby and wife, Mary Lou Owenby *hereinafter referred to as trustors, hereby transfer and convey unto* Glen Gaston, Attorney, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 11th *day of* September, *19* 72.

IN WITNESS WHEREOF, and to make certain the terms of this correction and the terms of the original conveyance the same as if all having been certain from the date of the original conveyance, the parties have signed their names on this 29 day of May, 1976.

Malcolm D. Campbell — Malcolm D. Campbell

Flora Campbell — Flora Campbell

Sam R. Owenby — Sam R. Owenby

Mary Lou Owenby — Mary Lou Owenby

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ruth Rudolph, *a Notary Public in and for said County and State,* Malcolm D. Campbell and wife, Flora Campbell; Sam R. Owenby and wife, Mary Lou Owenby,

the within named bargainor S, with whom I am personally acquainted, and who acknowledged that they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 1st *day of* Sept, *19* 72.

Ruth Rudolph — *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY

Commission expires 4-30-73

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Re-record
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Personally appeared before me, the undersigned *a Notary Public in and for said County and State,* Malcolm D. Campbell, Flora Campbell, Sam R. Owenby and Mary Lou Owenby *the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville
this 29 *day of* May, *19* 76.

Ruth Kirkpatrick *Notary Public*

RUTH KIRKPATRICK NOTARY PUBLIC DAVIDSON COUNTY

Commission expires 4-22-1977

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* ....self *to be* ..... *of the* ....., *the within named bargainor, a corporation, and that* ....he *as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* ....self *as* .....

JUN 1 MISC B* 8.00 * 8.00

Witness my hand and seal, at office in .....,
this .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

Re Record
B 5 1 4 4 5

IDENTIF. REFERENCE

JUN 1 9 21 AM '76

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

SEP 14 72	CONV	12,550.00			
SEP 14 72	MORT'G	11,950.00			
SEP 14 72	S'TAX		A*	32.50	
SEP 14 72	S'TAX		A*	9.90	
SEP 14 72	PR'FEE		A*	.50	
SEP 14 72	W'DEED		A*	8.00	* 50.90

INSTALLMENT DEED

FROM

TO Sam + Mary Owenby

B 7 5 9 8 7

IDENTIF. REFERENCE

SEP 14 1 06 PM '72

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE